

In Re: My Ranch, Inc.

Debtor,

Case No. 09-35697  
Chapter 11  
Hon. Jack B. Schmetterer

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**NOTICE OF HEARING**

TO: My Ranch, Inc.  
4650 N. Sheridan Road  
Chicago, IL 60640

Forrest L. Ingram  
Attorney for the Debtor  
79 West Monore Street, Ste. 900  
Chicago, IL 60603

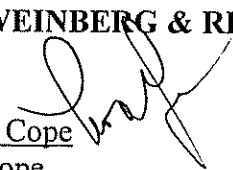
William T. Neary  
U.S. Trustee  
780 Regent Street, Ste. 304  
Madison, WI 53715

PLEASE TAKE NOTICE that THE HUNTINGTON NATIONAL BANK's Motion for Relief from the Automatic Stay shall be brought on for hearing at 10:00 a.m. on Monday, November 2, 2009 or as soon thereafter as counsel may be heard before the Honorable Judge Jack B. Schmetterer:

219 S. Dearborn, Chicago, IL , Courtroom 682

Respectfully submitted,  
**WELTMAN, WEINBERG & REIS CO., L.P.A.**

Date: October 22, 2009

By: /s/ Monette Cope   
Monette Cope  
180 N. LaSalle Street, Suite 2400  
Chicago, IL 60601  
Phone: 312-253-9635  
Fax: 312-782-4201  
ARDC #6198913  
Attorney for Creditor  
THE HUNTINGTON NATIONAL BANK

WWR# 7895432

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS (CHICAGO)

In Re: MY RANCH, INC.

Debtor,

Case No. 09-35697  
Chapter 11  
Hon. Jack B. Schmetterer

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**MOTION FOR RELIEF FROM THE AUTOMATIC STAY  
AND TO WAIVE TEN-DAY STAY PURSUANT TO RULE 4001(a)(3)**

Now comes THE HUNTINGTON NATIONAL BANK, by and through its attorneys, Weltman, Weinberg & Reis Co. L.P.A., and states the following as its Motion for Relief from Automatic Stay:

1. This action is commenced pursuant to 11 U.S.C. § 361, 362, 363 and other Sections of Title 11 of the Bankruptcy Code.
2. Jurisdiction over this matter is vested in this Court by virtue of 28 U.S.C. § 1334(b) and the general order of reference previously entered in this district. This is a core proceeding under 28 U.S.C. § 157(b)(2)(G).
3. Debtor filed a chapter 11 petition on September 25, 2009.
4. Pursuant to the provisions of 11 U.S.C. § 362(a), the filing of a petition for relief under chapter 11 of the United States Code operates as an automatic stay against THE HUNTINGTON NATIONAL BANK's rights as a creditor to proceed against Debtor and its property.

*Loan Documentation and Collateral*

5. On November 7, 2008, the Debtor herein did execute and deliver to the Movant a certain document entitled "Master Lease Agreement" ("Agreement"). A true and accurate copy of the Agreement is attached hereto as Exhibit A. Pursuant to the

terms of the Agreement, Debtor granted a security interest in the equipment to Movant. The equipment is identified as “(1) Fox 48” Cardboard Baler, (2) 5 Door reach-in glass door freezers, (1) Remote Refrigeration System Condensing Unit, Hussmann/Krack Model #HTSD-0500MSK, (1) Evaporator Coil, (1) Walk-in Cooler 14’ x 14’ x 7’, and (1) Cook & Hold Henny Penny Chicken”. Movant perfected its security interest in this collateral by filing a UCC financing statement with the Illinois Secretary of State. A true and accurate copy of the UCC financing statement is attached hereto as Exhibit B.

6. There remains due and owing on the Agreement the sum of \$85,283.02 as of October 16, 2009. Debtor is currently due for the June 1, 2009 payment and is in arrears in the amount of \$7,514.25 plus late charges.
7. On December 23, 2008, the Debtor herein did execute and deliver to the Movant a certain document entitled “Lease Schedule 002 to the Master Lease Agreement” (“Lease”). A true and accurate copy of the Lease is attached hereto as Exhibit C. Pursuant to the terms of the Lease, Debtor granted a security interest in the equipment to Movant. The equipment is identified as “(1) New Southern Stainless Equipment 1 Walk-in Cooler/Freezer Combo Dim, 8’X22’7, (1) CFC-Free Urethane Insulation Stucco Embossed Gal. Volume Interior & Exterior Finish, (1) .100 Diamond Aluminum Interior Floor (Freezer Only), Standard 34”x78” Access Doors with Kick plates In & Out, Exterior Ramp, and (1) Heated door Frame & Pressure Relief Vent (freezer only)”. Movant perfected its security interest in this collateral by filing a UCC financing statement with the Illinois Secretary of State. A true and accurate copy of the UCC financing statement is attached hereto as Exhibit D.
8. There remains due and owing on the Agreement the sum of \$41,246.01. Debtor is currently due for the June 1, 2009 payment and is in arrears in the amount of \$3,579.10 plus late charges.
9. Movant believes the value of the collateral is \$21,000.00 based upon a desktop appraisal.

*Legal Authority*

10. Bankruptcy code section 362 (d) provides: “On request of a party in interest and

after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay--

(1) for cause, including the lack of adequate protection of an interest in property of such party in interest;

(2) with respect to a stay of an act against property under subsection (a) of this section, if--

(A) the debtor does not have an equity in such property; and

(B) such property is not necessary to an effective reorganization.”

11. The Seventh Circuit has articulated a three-part test that is to be used in determining whether “cause” exists to lift a stay: (1) whether any great prejudice will result from the continuation of the civil suit to either the bankrupt estate or the debtor, (2) whether the hardship to the non-bankrupt party by the maintenance of the stay outweighs the hardship of the debtor, and (3) whether the creditor has a probability of prevailing on the merits of its claim.” *In re The Quay Corporation, Inc.*, 2006 U.S. Dist. LEXIS 21615 (ED Ill. 2006), citing *Fernstrom Storage v. Van Co.*, 938 F.2d 731, 735 (7th Cir. 1991).
12. An automatic stay may be lifted for cause, including a lack of adequate protection of a creditor's security interest. 11 U.S.C. § 362(d)(1). Movant has not been adequately protected by periodic payments or otherwise since the filing of the Debtor's petition. Debtor's contractual monthly payments under the agreement is as follows: \$551.44. Continuation of the automatic stay will work real and irreparable harm to THE HUNTINGTON NATIONAL BANK and will deprive it of the adequate protection to which it is entitled. Therefore, cause exists under the standard of 11 U.S.C. 362(d)(1).
13. In addition, a stay may be vacated if the debtor has no equity in the property and if the property is not necessary to reorganize effectively the debtor's estate. 11 U.S.C. § 362(d)(2). *In re Boomgarden*, 780 F.2d 657, 663 (7th Cir. 1985). As shown in the preceding paragraphs, Debtor does not have equity in Movant's collateral.
14. Bankruptcy Code Section 362(g) provides that “(1) the party requesting relief has the burden of proof on the issues of the debtor's equity in the property; and (2) the party

opposing such relief has the burden of proof on all other issues.”

15. THE HUNTINGTON NATIONAL BANK is entitled to relief from stay to recover possession of the property and liquidate its security interest, and/or is entitled to continuing adequate protection payments under the lease.
16. THE HUNTINGTON NATIONAL BANK specifically requests that the ten-day stay pursuant to Rule 4001(a)(3) prior to enforcement of the order requested herein be waived; such grace period is designed solely for appeal purposes, and an appeal in this matter would be frivolous and without merit.

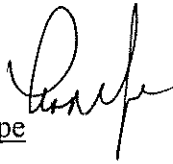
WHEREFORE, THE HUNTINGTON NATIONAL BANK prays this honorable Court Order that the automatic stay be lifted so as to permit THE HUNTINGTON NATIONAL BANK to proceed to enforce its security interest in the property.

Respectfully submitted,

**WELTMAN, WEINBERG & REIS CO., L.P.A.**

Date: October 21, 2009

By: /s/ Monette Cope

  
Monette Cope  
180 N. LaSalle Street, Suite 2400  
Chicago, IL 60601  
Phone: 312-253-9635  
ARDC #6198913  
Attorney for Creditor  
THE HUNTINGTON NATIONAL BANK

**PROOF OF SERVICE**

Creditor THE HUNTINGTON NATIONAL BANK filed a Motion for Relief from the Automatic Stay. All parties were served a copy of the motion on Oct 23, 2009. The Motion was served upon Debtor(s) by depositing the same in the U.S. Mail at 180 N. LaSalle Chicago, Illinois postage prepaid addressed below. The remaining parties were served by the Court's CM/ECF electronic noticing.

My Ranch, Inc..  
4650 N. Sheridan Road  
Chicago, IL 60640

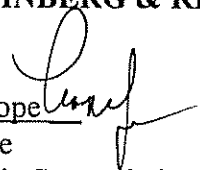
Forest I. Ingram  
Forest I. Ingram, P.C.  
Attorney for Debtor  
79 West Monroe Street, Suite 900  
Chicago, IL 60603

William Neary  
US Trustee  
Office of the U.S. Trustee, Region 11  
780 Regent Street, Ste. 304  
Madison, WI 53715

20 Largest Unsecured Creditors,  
See Attached List

Respectfully submitted,

**WELTMAN, WEINBERG & REIS CO., L.P.A.**

By: /s/ Monette Cope   
Monette Cope  
180 N. LaSalle Street, Suite 2400  
Chicago, IL 60601  
Phone: 312-253-9635  
ARDC #6198913  
Attorney for Creditor  
THE HUNTINGTON NATIONAL BANK

BJ (Official Form 4) (12/07)

**United States Bankruptcy Court**  
**Northern District of Illinois**In re MY RANCH, INC. D/B/A FRESH HARVEST MARKET

Debtor(s)

Case No

Chapter

11**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A B, a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

| (1)<br><i>Name of creditor and complete mailing address including zip code</i>          | (2)<br><i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i> |
|---|---|
| ACC Capital<br>c/o Kennet Donke<br>7220 W. 194th St. Suite 105<br>Tinley Park, IL 60487 | ACC Capital<br>c/o Kennet Donke<br>7220 W. 194th St. Suite 105<br>Tinley Park, IL 60487   |
| Bank of America<br>P.O. Box 17054<br>Wilmington, DE 19884                               | Bank of America<br>P.O. Box 17054<br>Wilmington, DE 19884   |
| Charter One<br>PO Box 18204<br>Bridgeport, CT 06601-3204                                | Charter One<br>PO Box 18204<br>Bridgeport, CT 06601-3204  |
| Charter One Bank<br>1215 Superior Avenue<br>Cleveland, OH 44114                         | Charter One Bank<br>1215 Superior Avenue<br>Cleveland, OH 44114   |
| Chase Cardmember Service<br>PO Box 15548<br>Wilmington, DE 19886                        | Chase Cardmember Service<br>PO Box 15548<br>Wilmington, DE 19886  |
| Ervin Leasing<br>3893 Research Park Drive<br>Ann Arbor, MI 48108                        | Ervin Leasing<br>3893 Research Park Drive<br>Ann Arbor, MI 48108  |
| Fifth Third Bank<br>Business Mastercard<br>P.O. Box 740789<br>Cincinnati, OH 45274-0789 | Fifth Third Bank<br>Business Mastercard<br>P.O. Box 740789<br>Cincinnati, OH 45274-0789   |
| Fifth Third Bank<br>5001 Kingsley Dr.<br>Cincinnati, OH 45208                           | Fifth Third Bank<br>5001 Kingsley Dr.<br>Cincinnati, OH 45208   |
| George S. May International Co.<br>303 S. Northwest Hwy.<br>Park Ridge, IL 60068        | George S. May International Co.<br>303 S. Northwest Hwy.<br>Park Ridge, IL 60068  |
| Harris Bank<br>Bankruptcy Department<br>150 West Wilson<br>Palatine, IL 60067           | Harris Bank<br>Bankruptcy Department<br>150 West Wilson<br>Palatine, IL 60067   |

B4 (Official Form 4) (12/07) - Cont.

In re MY RANCH, INC. D/B/A FRESH HARVEST MARKET

Debtor(s)

Case No. \_\_\_\_\_

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**  
(Continuation Sheet)

| (1)<br><i>Name of creditor and complete mailing address including zip code</i>                                   | (2)<br><i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i> |
|--|---|
| Huntington<br>105 East Forth Street<br>Suite 200<br>Cincinnati, OH 45202   | Huntington<br>105 East Forth Street<br>Suite 200<br>Cincinnati, OH 45202  |
| Illinois Department of Revenue<br>Bankruptcy Section Level 7-425<br>100 W. Randolph St.<br>Chicago, IL 60606     | Illinois Department of Revenue<br>Bankruptcy Section Level 7-425<br>100 W. Randolph St.<br>Chicago, IL 60606  |
| Illinois Department of Revenue<br>Bankruptcy Section Level 7-425<br>100 W. Randolph St.<br>Chicago, IL 60606     | Illinois Department of Revenue<br>Bankruptcy Section Level 7-425<br>100 W. Randolph St.<br>Chicago, IL 60606  |
| Innovative Bank<br>SOHO Loans<br>360 14th Street<br>Oakland, CA 94612  | Innovative Bank<br>SOHO Loans<br>360 14th Street<br>Oakland, CA 94612   |
| J P Morgan Chase Bank<br>25 East Washington St. Suite 1000<br>Chicago, IL 60602                                  | J P Morgan Chase Bank<br>25 East Washington St. Suite 1000<br>Chicago, IL 60602   |
| Marlin Leasing<br>300 Fellowship Road<br>Mount Laurel, NJ 08054  | Marlin Leasing<br>300 Fellowship Road<br>Mount Laurel, NJ 08054   |
| National City<br>P.O. Box 3038<br>Kalamazoo, MI 49003-3038   | National City<br>P.O. Box 3038<br>Kalamazoo, MI 49003-3038  |
| National City<br>P.O. Box 3038<br>Kalamazoo, MI 49003-3038   | National City<br>P.O. Box 3038<br>Kalamazoo, MI 49003-3038  |
| National City Commercial Capital Co<br>c/o Borst & Collins<br>180 N. Stetson Ave., Ste 3050<br>Chicago, IL 60601 | National City Commercial Capital Co<br>c/o Borst & Collins<br>180 N. Stetson Ave., Ste 3050<br>Chicago, IL 60601  |
| National City Commercial Capital Co<br>c/o Borst & Collins<br>180 N. Stetson Ave., Ste 3050<br>Chicago, IL 60601 | National City Commercial Capital Co<br>c/o Borst & Collins<br>180 N. Stetson Ave., Ste 3050<br>Chicago, IL 60601  |